IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

In re:	)	
	)	
RODNEY HUNT	)	**Case No. 15-13962-BFK**
	)	**Chapter 11**
Debtor.	)	
______________________________	)	
	)	
VICKY STOVALL	)	
	)	**Adv. Proc. 16-01032-BFK**
Plaintiff,	)	
	)	
v.	)	
	)	
RODNEY HUNT	)	
	)	
Defendant.	)	
______________________________	)	

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Comes now Vicky Stovall (hereafter, "Plaintiff" or "Stovall"), by and through counsel, and files this Motion for Summary Judgment against Rodney Hunt (hereafter, "Defendant", "Debtor", or "Hunt"). In support thereof, Plaintiff states as follows:

UNDISPUTED FACTS

1. Defendant filed chapter 11 bankruptcy case 15-13962-RGM on November 10, 2015, in the Alexandria Division of the Eastern District of Virginia.
2. Among the creditors listed on the Debtor's schedules is Vicky Stovall.[1]
3. On or about October 10, 2010, Stovall filed the initial lawsuit (hereafter, the "Initial Lawsuit") against Hunt in the District Court of Harris County, Texas styled Vicky Stovall v. Rodney

[1] Despite entering into a settlement agreement, and a judgment being entered on July 24, 2015 in Harris County, Texas, the Debtor lists the judgment as disputed.

Hunt, 2010-68881.

4. The Causes of Action of the Initial Lawsuit were (A) Rape and Sexual Assault and Battery, and (B) Intential Infliction of Emotional Distress.
5. On February 4, 2014, on the eve of trial on the merits, Plaintiff and Defendant reached a settlement agreement whereby the Defendant would pay $100,00.00 by February 12, 2014.[2]
6. The Defendant did noy pay the $100,000 settelement within seven (7) days, or ever.[3]
7. In 2004, the Debtor earned $3,163,573.00 in income. See Bankruptcy Schedules (Docket 16), Statement of Financial Affairs, Page 51.
8. In the one year prior to the Bankruptcy, the Defendant was not subject to any garnishments, foreclosures, attachments, seizures or levies. See Bankruptcy Schedules (Docket 16), Statement of Financial Affairs, Page 54.
9. As a result of the breach, Stovall initiated another lawsuit for breach of the Settlement Agreement (hereafter, the "Breach Suit").
10. On or about, July 24, 2015, the Court granted Summary Judgment in the Breach Lawsuit against Hunt and entered judgment in the amount of $611,100.00, which included $100,000.00 for damages on the underlying contract, $505,000.00 for liquidated damages, and $6,100.00 for attorney's fees.[4]

SUMMARY JUDGMENT STANDARD

[2] For reasons unknown, the Debtor denied this allegation (paragraph 13) in his Answer to the Complaint; however, the transcript of the February 5, 2014 hearing is attached to this pleading whereby the Debtor, in Court, agreed with the Settlement.

[3] For reasons unknown, the Debtor debied this allegation (paragraph 14) in his Answer to the Complaint; however, proof of his breach is memorialized in the July 9, 2015 judgment issued by the Harris County, Texes Court. The Judgment is attached to this Motion.

[4] For reasons unknown, the Debtor denied this allegation (paragraph 16) in his Answer to the Complaint, however, the Judgment is attached to this Motion.

Summary judgment is appropriate when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." *In re Derivium Capital LLC*, 716 F.3d 355, 360 (4th Cir. 2013)(citing Fed. R. Civ. P. 56(a)). "Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entity of summary judgment." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986).

ARGUMENT

The originating issue of the case, the rape of Vicky Stovall by the Defendant, Rodney Hunt, is not ripe for summary judgment, as the facts are in dispute; however, the issue brought before the Court for Summary Judgment is whether the Defendant entered into the Settlement Agreement under false pretenses or actual fraud as defined by 11 U.S.C. §523(a)(2)(A). On this ground, the record is clear and supports summary judgment.

On February 5, 2014, in open Court, the Defendant stated, "as I understand this, we have a settlement for a hundred thousand dollars, payable by cashier's check within seven days." Transcript of February 5, 2014 hearing, page 11, lines 14-16. The Debtor also stated, "I have every intention of making the payment on time." *Id.* At page 6, lines 21-22.

The result of the Settlement was the Plaintiff dismissed the complaint with prejudice. The Debtor failed to make the payment within seven days, or ever, which is clear proof that the Debtor had no intention of making the Settlement payment. According to the Debtor's schedules, he made $3,163.573 in 2014, the year of the settlement. He further lists no garnishments or levies in the one year prior to the bankruptcy filing on November 10, 2015.

It is clear from the record that Mr. Hunt lied about his intention to make the Settlement payment in an effort to avoid an ugly trial, which he in fact accomplished. There is no other explanation, and none has been provided, as to why the Debtor failed to make the settlement payment within seven days of telling the Court he would do so. It is also clear that Mr. Hunt denied various allegations in the Complaint which he knew were true in an effort to avoid summary judgement and delay trial. The victim in this case lives in Texas, and is indigent. Summary judgment is proper in these circumstances as no material facts are in dispute, and a trial is not necessary.

WHEREFORE, Plaintiff Vicky Stovall respectfully requests that this Court enter an Order declaring the Judgment owed by Rodney Hunt to Vicky Stovall to be non-dischargeable, and for such other and further relief as this Court deems just and proper.

Vicky Stovall
By Counsel

/s/ Gregory H. Counts

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CERTIFICATE OF SERVICE

I HEREBY certify that on February 7, 2017, a true copy of the forgoing Motion for Summary Judgment was mailed to the *Pro Se* Defendant, Rodney Hunt at his address of record as follows:

Rodney Paul Hunt
201 Chain Bridge Road
McLean, VA 22101

/s/ Gregory H. Counts
Gregory H. Counts